

Iowa Judicial Branch

ADMINISTRATIVE DIRECTIVE OF THE STATE COURT ADMINISTRATOR IN THE MATTER OF COURT INTERPRETER COMPENSATION

Pursuant to Iowa Court Rule 14.9(2), and in consultation with the Judicial Council, the Iowa State Court Administrator hereby establishes the following statewide policies for the compensation of court interpreters for services provided on or after September 1, 2007:

1. **Standard statewide hourly fee schedule for court interpreters.** A court interpreter shall obtain the following hourly fee based on the classification of court interpreters established in Iowa Court Rule 14.3:
 - a. Sign language interpreters
 - (1) Class A (certified): \$70
 - (2) Class B (noncertified): \$45
 - b. Oral language interpreters
 - (1) Class A (certified): \$55
 - (2) Class B (noncertified): \$45
 - (3) Class C (noncertified / on the statewide roster of court interpreters): \$40
 - (4) Class C (noncertified / not on the statewide roster of court interpreters): \$25
2. **Hourly fees in exceptional circumstances.** When the court needs a qualified interpreter for a language other than Spanish and there is no qualified interpreter of that language reasonably available, the court may authorize an hourly fee that exceeds the standard hourly fees for court interpreters, but the fee may not exceed \$75 per hour unless approved in advance by the chief judge of the judicial district.
3. **Minimum court interpreter time.** When a court interpreter has been appointed and scheduled to provide services, the interpreter shall be paid a minimum of one hour for each morning court session and one hour for each afternoon court session. If an interpreter provides services for more than one litigant or defendant during a morning or afternoon session and the total actual work time is less than one hour, the interpreter shall divide the one hour minimum time between the litigants or defendants when submitting claims for compensation. The total time claimed may not exceed one hour if the actual work time is less than one hour.
4. **Waiting time.** If a court interpreter has been scheduled to provide services at a court proceeding and appears at the court facility at the scheduled time, the waiting time between the scheduled and the actual starting times is reimbursable. Waiting time should be apportioned among all the clients to whom services are provided at a given court session.
5. **Reimbursable travel time.** When a court interpreter is scheduled to provide services at a court proceeding, travel time from a court interpreter's official domicile to the court facility,

and from the court facility to the court interpreter's official domicile after providing services, will be paid at the same hourly rate as for interpreting services under the standard statewide hourly fee schedule, but only when a court interpreter must travel outside her or his county of official domicile to provide services. When there is no difference in the classifications of interpreters under Court Rule 14.6, an interpreter who resides within the county should be appointed before an interpreter who resides outside the county.

6. **Travel mileage costs.** Travel mileage costs are not reimbursable, except in exceptional circumstances and with prior approval by the presiding judge, if the court pays the interpreter, or by the State Public Defender, when the State Public Defender pays the interpreter.
7. **Avoidable travel expenses.** Any travel time, mileage, and other travel-related expenses incurred by a court interpreter after being advised by the judge, court staff, or an attorney that the hearing or trial for which a court interpreter's services were needed has been cancelled will be deemed avoidable expenses and will not be reimbursed.
8. **Parking costs.** Actual parking costs are reimbursable up to \$15 per day, regardless whether the services are provided within or outside the interpreter's county of residence.
9. **Notice of cancellation of agreement.** A court interpreter is deemed advised of a cancellation when a court employee or attorney delivers notice of a cancellation to the email address provided by the court interpreter, by voicemail at a phone number provided by the a court interpreter, or with a representative of the court interpreter, not when the a court interpreter actually hears or reads the message.
10. **Payment upon cancellation of agreement.**
 - a. If a court interpreter agrees to provide services on one or more dates and the court or the agency responsible for paying the court interpreter provides notice of cancellation of those services at least 24 hours (excluding weekends and holidays) prior to the time the court interpreter is scheduled to begin providing services, the court interpreter shall not receive payment.
 - b. If notice of cancellation of services is provided less than 24 hours prior to the time the court interpreter is scheduled to begin providing services, the court interpreter shall receive either the full hourly rate for the contracted time or for eight hours, whichever is less.
 - c. If notice of cancellation is provided after the court interpreter begins providing services for a court proceeding, but before the contracted time period has been completed (e.g., due to settlement or dismissal), the court interpreter shall be paid for actual work time plus either the remaining contracted time or eight hours (after the cancellation), whichever is less.
 - d. If a court interpreter is able to obtain employment as an interpreter to substitute for the cancelled contract time, the court interpreter shall not bill the court, State Public Defender, or other government agency for the cancelled time.

11. **Claims for interpreter services.** A court interpreter shall submit a claim for payment to the appropriate government agency within 45 days after completion of the agreed upon services in a case. For services completed prior to the effective date of this administrative directive, claims must be submitted within 45 days after the effective date. Interpreters must follow the claims procedures established by the agency responsible for paying the claim.

Dated this 23rd day of July, 2007.

By _____
David K. Boyd, State Court Administrator

cc: Members of the Iowa Supreme Court
Chief Judges
District Court Administrators
Deputy State Court Administrator
Director of Finance and Personnel
Clerks of District Court
State Public Defender

State Public Defender Administrative Rule Changes For Interpreter Claims

13.2(2) Claims for foreign language interpreters. The state public defender shall review, approve and forward for payment claims for necessary and reasonable expenses for foreign language interpreters in accordance with the Administrative Directive of the State Court Administrator in the Matter of Court Interpreter Compensation, effective September 1, 2007, if the following conditions are met:

a. The interpreter submits a signed original and one copy of a claim containing the following information:

- (1) The case name, case number and county in which the action is pending.
- (2) The name of the attorney for whom the services were provided.
- (3) The date on which services commenced.
- (4) The date on which services ended.
- (5) The total number of hours claimed.
- (6) The total amount of the claim.
- (7) The claimant's name, address, social security number or federal tax identification number, e-mail address, if any, and telephone number.

b. Court approval to hire the interpreter was obtained before any expenses for the interpreter were incurred.

c. One copy of each of the following documents is attached to the claim:

(1) The application and order appointing the interpreter. This appointment is presumed to continue until the conclusion of the matter, unless limited by the court or modified by a subsequent order.

(2) The order appointing counsel. This order is unnecessary if the attorney is not court-appointed but the court, in granting the application for the appointment of the interpreter, makes one of the following specific findings:

1. The client is indigent, or
2. Although the client is able to employ counsel, funds are not available to the client to pay for necessary interpreter services.

(3) An itemization of the interpreter's services detailing the expenses incurred, the services rendered, the date(s) on which the services were rendered, the time spent on each date including the time services began and ended on each day, and the manner in which the amount of the claim for services was calculated.

With regard to expenses and services, the following shall apply:

1. ~~Claims for mileage reimbursement will be approved at the maximum rate of 30 cents per mile.~~
2. ~~Claims for travel time will be denied, unless approved in advance by the state public defender.~~
3. ~~Actual parking costs are reimbursable. Receipts for parking expenses are required for actual costs of \$2 or more per day.~~
4. 2. Claims for translating documents will be paid by the hour, not by the word or line.
5. ~~A minimum charge of up to one hour may be charged for services. Duplications of the same minimum charge are not permitted. If services are provided in more than one case during the minimum period, the minimum charge will be apportioned among the cases involved.~~

(4) A court order setting the maximum dollar amount of the claim.

d. Claims for services completed before September 1, 2007 are timely if submitted to the state public defender for payment before October 15, 2007. Claims for services completed after August 31, 2007 are timely if submitted to the state public defender for payment within 45 days of completion of services in the case.

e. Claims which are not timely will be denied.

State Public Defender Policy Letter on Payment of Interpreters

September 1, 2007

TO: All SPD Personnel

FROM: Tom Becker, State Public Defender

RE: SPD Policy Letter # 20: Interpreter Services (~~2nd~~ **3^d** Revised) – **DRAFT**
[changes in ~~strike through~~ and **bold italics**]

Locally Available Interpreter Services. SPD field offices receive the services of locally available interpreters in two situations. 1) SPD field offices use locally available interpreters for attorney-client communications and case investigations involving clients and others whose ability to communicate in English requires such services, including hearing-impaired persons who use sign language. Field office chief attorneys decide whether such services are needed. Approval from the State Public Defender or the court is not required. 2) SPD clients and witnesses in cases involving SPD clients receive the services of court-appointed interpreters in court proceedings. Except for sign-language interpreters, SPD field offices are the conduits for compensation claims by court-appointed interpreters, which are paid from public defender appropriations. See IOWA CODE §§ 622A.3(2) (interpreter for indigent defendant considered defense witness for fee purposes), 622B.7 (court-appointed sign-language interpreters' fees paid by counties, others paid by agencies); IOWA RULES OF COURT ch. 14. Any claim for compensation for interpreters to be paid out of public defender appropriations is subject to the terms of this Policy Letter.

Policy for Interpreter Compensation. By law, the State Public Defender may only approve interpreter compensation that is "appropriate and reasonable." IOWA CODE § 13B.4(4)(c). This includes reimbursement for expenses. In situation 1) above (attorney-client communications and investigations), field office chief attorneys determine appropriate and reasonable compensation, subject to the terms of this Policy Letter and approval by the State Public Defender. In situation 2) above (court-appointed interpreters), the court sets the **maximum** compensation. IOWA COURT RULES, Rule 14.12. The State Public Defender determines what is appropriate and reasonable up to the maximum approved by the court.

Rates of Compensation —~~Spanish~~ and Other Rules. ***The State Public Defender incorporates by reference the Administrative Directive of the State Court Administrator in the Matter of Court Interpreter Compensation (attached).***

~~The State Public Defender will approve rates for Spanish interpreters up to the following:~~

~~Certified interpreters under Iowa Court Rule 14.2: \$50 per hour.~~

~~Non-certified interpreters on State Court Administrator's roster:
\$40 per hour.~~

~~Non-certified, non-roster interpreters: \$30 per hour.~~

~~Rates of Compensation — Other Languages. SPD field office chief attorneys may agree to rates for sign language and languages other than Spanish that are sufficient to obtain the services of qualified interpreters, but not to exceed \$60 per hour.~~

~~Minimum Charges. The State Public Defender will approve a minimum charge of up to one hour. The State Public Defender will not approve duplications of the same minimum charge in other claims.~~

~~Travel Time. Travel time ordinarily will not be paid. The State Public Defender may approve travel time on request in advance of the interpreter's travel. If travel time is approved, the minimum charge described above does not apply; the State Public Defender will approve payment only for the interpreter's actual time in addition to travel time.~~

~~Expenses. Mileage will be reimbursed at the rate provided in Iowa Administrative Code section 493-12.8(13B,815). Parking expenses will be reimbursed. A mileage or parking expense may be claimed once, and may not be duplicated in other claims. No other expenses will be reimbursed.~~

Exceptions. Special rates and other exceptions to the terms of this Policy Letter may be established by contract between the State Public Defender and an interpreter. Other exceptions may be approved in advance by the State Public Defender on request by a SPD field office chief attorney.

Claims. An interpreter's claim for compensation must include an itemization for each client showing the dates of service, the times service began and ended each day, any minimum charges, and any mileage and parking expenses **the information and documents as provided by Iowa Administrative Code section 493-13.2(2)(13B, 815).** Before signing a Payment Order/Payment Voucher recommending approval of a claim, a SPD field office chief attorney will examine the claim to ensure it is accurate and consistent with this Policy Letter **including the authorities this Policy Letter incorporates by reference.** If not, the chief attorney will return the claim to the claimant with appropriate instructions for resubmission.

Language Line. The State Public Defender has subscribed to Language Line Services, an over-the-phone language interpretation service and document interpretation service. Subscription identification numbers, literature on available services, and other necessary information have been provided to each SPD field office. Language Line rates are high. Accordingly, supervisory approval is necessary before SPD personnel may use Language Line. This Policy Letter sets out the policy and procedures for that approval.

Policy. Whenever feasible, SPD personnel will use locally available interpretation services instead of Language Line. SPD personnel may use Language Line only in one of the following situations:

- Urgent circumstances when no local interpreter is immediately available and it is not feasible to wait until a local interpreter is available;
- There is no one in the local area who can interpret the language in question and no other satisfactory resource to translate that language besides Language Line can be obtained in a timely manner; or
- Under the particular circumstances, it is more economical to use Language Line than other interpretation resources.

Procedure. SPD personnel wanting to use Language Line will first request permission from the field office chief attorney, describing the justifying circumstances. The chief attorney will apply the above policy and decide whether to approve the request. In the absence of the chief attorney, request permission from the office first assistant or, in the case of a branch office, the branch office lead worker. In the absence of any of these, request permission from the State Public Defender or First Assistant State Public Defender.

SPD personnel will limit each approved use of Language Line to the minimum time necessary to achieve the desired communication. It is not necessary to report uses of Language Line as they occur. The State Public Defender's Office will monitor use of Language Line by way of monthly reports provided by Language Line.

Thomas G. Becker

Thomas G. Becker
State Public Defender

Atch: Administrative Directive of the State Court Administrator in the Matter of Interpreter Compensation